



Terms and Conditions

for the use of Ai Applied's services and products

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Introduction

Thanks for using our products and services ("Services" and "Products"). The Services are provided by Ai Applied ("Company"), located at Korvet 57, 1186 WD, Amstelveen, the Netherlands.

By using our Services and Products, you are agreeing to these terms. Please read them carefully.

Our Services and Products are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services or Products, and those additional terms become part of your agreement with us if you use those Services or Products.

Using our Services and Products

You must follow any policies made available to you within the Services or Products. Don't misuse our Services or Products. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services or Products only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services and Products to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services or Products does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services or Products unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services and Products. Don't remove, obscure, or alter any legal notices displayed in or along with our Services and Products.

Our Services and Products display some content that is not Company's. This content is governed by separate policies of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Your Company Account

You may need a Company Account in order to use some of our Services or Products. You may create your own Company Account, or your Company Account may be assigned to you by an administrator or by the Company. If you are using a Company Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

If you learn of any unauthorized use of your password, API credentials or account, please contact the Company at the shortest possible notice.

Privacy and Copyright Protection

The Company guarantees full privacy of the information provided by you within technical reasonability and feasibility and commits to never share this information with third parties without seeking explicit permission from you.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers accordingly.

If you think somebody is violating your copyrights and want to notify us, you can contact us.

Your Content in our Services and Products

Some of our Services allow you to submit content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.



About Software in our Services and Products

When a Service or Product requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Company gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Company as part of the Services or Product. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services or Products as provided by Company, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or Products or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services or Products may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services or Products

We are constantly changing and improving our Services and Products. We may add or remove functionalities or features, and we may suspend or stop a Service or Product altogether.

When the use of a Service or Product is not subject to a separate agreement, you can stop using our Services or Products at any time, although we'll be sorry to see you go. In all other cases the duration of provision of a Service or Product and the termination rights are subject to the specific agreement. The Company may also stop providing Services or Products to you, or add or create new limits to our Services or Products at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service or Product, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service or Product.

Our Warranties and Disclaimers

We provide our Services and Products using a commercially reasonable level of skill and care and we hope that you will enjoy using them. Unless governed by a separate agreement, there are certain things that we don't promise about our Services and Products.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER COMPANY NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES OR PRODUCTS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES OR PRODUCTS, THE SPECIFIC FUNCTION OF THE SERVICES OR PRODUCTS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES OR PRODUCTS "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services and Products

WHEN PERMITTED BY LAW, COMPANY, AND COMPANY'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COMPANY, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES OR PRODUCT (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, COMPANY, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services and Products

If you are using our Services or Products on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Company and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services and Products or violation of these terms, including any



liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, unless specifically determined by a separate agreement.

About these Terms

We may modify these terms or any additional terms that apply to a Service or Product to, for example, reflect changes to the law or changes to our Services or Product. You should look at the terms regularly. We'll post notice of modifications to these terms on our webpage. We'll post notice of modified additional terms in the applicable Service or Product. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or Product or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service or Product, you should discontinue your use of that Service or Product.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Company and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of the Netherlands, will apply to any disputes arising out of or relating to these terms or the Services and Products. All claims arising out of or relating to these terms or the Services and Products will be litigated exclusively in the courts of Amsterdam, the Netherlands, and you and Company consent to personal jurisdiction in those courts.

For information about how to contact Company, please visit our contact page.